



# Hire-Purchase Act 1964

## 1964 CHAPTER 53

### PART I

#### AMENDMENT OF LAW RELATING TO HIRE-PURCHASE AND CREDIT-SALE IN ENGLAND AND WALES

#### **1 Extension of application of Hire-Purchase Act 1938**

- (1) The Hire-Purchase Act 1938 (in this Part of (this Act referred to as "the principal Act") shall (except as provided by section 2 of this Act) apply as amended by subsection (5) of this section to all hire-purchase agreements and credit-sale agreements under which the hire-purchase price or total purchase price, as the case may be, does not exceed £2000.
- (2) In accordance with the preceding subsection, in section 1 of the principal Act (which specifies a limit of £1000 in the case of livestock and of £300 in all other cases), for paragraphs (b) and (c) there shall be substituted the figure " £2000 ".
- (3) If at any time after the commencement of this Act it appears to Her Majesty in Council that the limit specified in section 1 of the principal Act (whether by virtue of the last preceding subsection or of a previous Order in Council under this subsection) should be further raised, Her Majesty may by Order in Council direct that section 1 of the principal Act shall be further amended so as to substitute, for the sum specified in that section, such larger sum as may be specified in the Order.
- (4) No recommendation shall be made to Her Majesty to make an Order in Council under the last preceding subsection unless a draft of the Order has been laid before Parliament and approved by a resolution of each House of Parliament.
- (5) In section 4(1) of the principal Act there shall be inserted the words " Provided that, if the court is satisfied in any action that a sum less than the amount by which one-half of the hire-purchase price exceeds the total of the sums paid and the sums due in respect of the hire-purchase price immediately before the termination would be equal to the loss sustained by the owner in consequence of the termination of the agreement by the hirer, the court may make an order for the payment of that sum in lieu of that amount " .

## 2 Exclusion of bodies corporate

The principal Act shall not apply to any hire-purchase agreement or credit-sale agreement which is made by or on behalf of a body corporate (whether incorporated in the United Kingdom or elsewhere) as the hirer or buyer of the goods to which the agreement relates.

## 3 Requirements relating to hire-purchase agreements and credit-sale agreements

(1) The requirements specified in section 2(2) of the principal Act (which specifies requirements relating to hire-purchase agreements) and the requirements specified in section 3(2) of that Act (which specifies requirements relating to credit-sale agreements) shall apply to the hire-purchase agreement or credit-sale agreement, as the case may be, and not to a note or memorandum of such an agreement; and accordingly—

(a) in paragraph (a) of the said section 2(2) and in paragraph (a) of the said section 3(2) (which in each case requires that a note or memorandum of the agreement shall be made and signed by the hirer or buyer, as the case may be, and by or on behalf of all other parties to the agreement), for the words "a note or memorandum of the agreement is made and ", there shall be substituted the words " the agreement is " , and

(b) in paragraphs (b) to (d) of the said section 2(2) and in paragraphs (b) and (c) of the said section 3(2), for the words " note or memorandum", in each place where they occur, there shall be substituted the word " agreement " .

(2) In the said section 2(2), after paragraph (d), there shall be inserted the words “and

(e) either—

(i) the agreement is signed by or on behalf of all other parties immediately after it is signed by the hirer, and the copy referred to in paragraph (d) of this subsection is there and then delivered to him, or, the agreement having been signed by or on behalf of all other parties before it is signed by the hirer, that copy is delivered to him immediately after he signs the agreement, or

(ii) if, in a case not falling within the foregoing sub-paragraph, the relevant document (that is to say, the document which, on being signed as mentioned in paragraph (a) of this subsection, became the agreement) was presented, and not sent, to the hirer for his signature, then immediately after he signed the relevant document there was delivered to him a copy of that document in the form in which it then was, or

(iii) if the relevant document was sent to the hirer for his signature, then at the time when it was sent there was also sent to him a copy of that document in the form in which it then was”;

and in the proviso to the said section 2(2) for the words " or (d) " there shall be substituted the words " (d) or (e) " .

(3) In section 3(2) of the principal Act, after paragraph (c), there shall be inserted the words “and

(d) either—

(i) the agreement is signed by or on behalf of all other parties immediately after it is signed by the buyer, and the copy

referred to in paragraph (c) of this subsection is there and then delivered to him, or, the agreement having been signed by or on behalf of all other parties before it is signed by the buyer, that copy is delivered to him immediately after he signs the agreement, or

- (ii) if, in a case not falling within the foregoing sub-paragraph, the relevant document (that is to say, the document which, on being signed as mentioned in paragraph (a) of this subsection, became the agreement) was presented, and not sent, to the buyer for his signature, then immediately after he signed the relevant document there was delivered to him a copy of that document in the form in which it then was, or
- (iii) if the relevant document was sent to the buyer for his signature, then at the time when it was sent there was also sent to him a copy of that document in the form in which it then was”;

and in the proviso to the said section 3(2) for the words " or (c)" there shall be substituted the words " (c) or (d) ".

- (4) The Board of Trade may by regulations provide that in any document which, on being signed as mentioned in section 2(2)(a) or section 3(2)(a) of the principal Act.—
  - (a) constitutes a hire-purchase agreement to which that Act applies, or
  - (b) constitutes a credit-sale agreement to which that Act applies under which the total purchase price exceeds £30,

the signature of the hirer or buyer shall be inserted in a space marked in such manner, and accompanied in the document by such words, as may be specified in the regulations; and the regulations may include provision as to the location of those words in relation to the space in which the signature is inserted, and may prescribe such other requirements (whether as to type, size, colour or disposition of lettering or otherwise) as the Board may consider appropriate for securing that the words come to the attention of the hirer or buyer at the time when he is about to sign the document.

- (5) A document to which any regulations made under the last preceding subsection apply shall not be invalid by reason only that the regulations are not complied with; but—
  - (a) in the case of a document which constitutes a hire-purchase agreement, section 2(2) of the principal Act shall have effect in relation to compliance with the requirements of any such regulations as it has effect in relation to compliance with the requirements specified in paragraphs (b) to (e) of the said section 2(2), and
  - (b) in the case of a document which constitutes a credit sale agreement, section 3(2) of the principal Act shall have effect in relation to compliance with the requirements of any such regulations as it has effect in relation to compliance with the requirements specified in paragraphs (b) to (d) of the said section 3(2).
- (6) Section 3 of the principal Act shall have effect as if, for any reference to £5, there were substituted a reference to £30.

#### **4 Right of cancellation of certain hire-purchase and credit-sale transactions**

- (1) The provisions of this section shall have effect where a person (in this section referred to as "the prospective hirer or buyer") signs a document (in this section referred to as "the relevant document ") which—
- (a) constitutes a hire-purchase agreement to which the principal Act applies, or would constitute such an agreement if executed by or on behalf of another person as owner of the goods to which it relates, or
  - (b) constitutes a credit-sale agreement to which that Act applies under which the total purchase price exceeds £30, or would constitute such an agreement if executed by or on behalf of another person as seller of the goods to which it relates,
- and (in either case) the relevant document is signed by the prospective hirer or buyer at a place other than appropriate trade premises.
- (2) At any time after he has signed the relevant document and before the end of the period of four days beginning with the day on which he receives the second statutory copy, the prospective hirer or buyer may serve a notice under this section (in this Part of this Act referred to as a " notice of cancellation ")—
- (a) on the owner or seller, or
  - (b) on any person who (whether by virtue of this Act or otherwise) is the agent of the owner or seller for the purpose of receiving such a notice.
- (3) A notice of cancellation served as mentioned in the last preceding subsection shall have effect if, however expressed, it indicates the intention of the prospective hirer or buyer to withdraw from the transaction to which the relevant document relates.
- (4) Where the prospective hirer or buyer serves a notice of cancellation, then—
- (a) if, at the time when that notice is served, the relevant document constitutes such a hire-purchase agreement or credit-sale agreement as is mentioned in paragraph (a) or paragraph (b) of subsection (1) of this section, the service of the notice shall operate so as to rescind that agreement;
  - (b) in any other case, the service of the notice shall operate as a withdrawal of any offer to enter into such an agreement which is contained in, or implied by, the relevant document, and as notice to the owner or seller that any such offer is withdrawn.
- (5) In this section " appropriate trade premises ", in relation to a document, means premises at which either the owner or seller normally carries on a business, or goods of the description to which the document relates, or goods of a similar description, are normally offered or exposed for sale in the course of a business carried on at those premises, and " the second statutory copy", in relation to a document, means the copy of that document (in the form in which the document is after it has been signed by the prospective hirer or buyer and by or on behalf of the other party or parties thereto) which is sent by post to the prospective hirer or buyer after the document has been so signed and is the copy referred to in paragraph (d) of section 2(2) of the principal Act as modified by the next following section, or in paragraph (c) of section 3(2) of that Act as so modified, as the case may be.
- (6) In this section " owner or seller ", in relation to the relevant document, means the person who, at the time when the document is signed by the prospective hirer or buyer, is specified in the document as the person who is to let the goods on hire to him or to sell the goods to him, as the case may be :

Provided that, if no person is so specified at that time, any person by whom, or on whose behalf, the document is executed at any subsequent time, and who is then specified in the document as the person letting or selling the goods, shall for the purposes of this section be deemed to be, and at all material times to have been, the owner or seller in relation to that document.

## **5 Information as to right of cancellation**

- (1) Where the following circumstances exist, that is to say—
  - (a) subsection (1) of the last preceding section applies, and
  - (b) the relevant document either constitutes such a hire-purchase agreement or credit-sale agreement as is mentioned in that subsection at the time when it is signed by the prospective hirer or buyer, or is subsequently executed by or on behalf of the owner or seller and thereupon constitutes such an agreement, section 2 or section 3 of the principal Act, as the case may be, shall have effect in relation to the agreement subject to the modifications specified in the following provisions of this section.
- (2) Section 2(2) or section 3(2) of the principal Act, as the case may be, shall apply in relation to that agreement as if in paragraph (d) of the said section 2(2) and in paragraph (c) of the said section 3(2) (each of which, as amended by section 3 of this Act, requires a copy of the agreement to be delivered or sent to the hirer or buyer within seven days) for the words " delivered or sent ", there were substituted the words " sent by post ", and as if, in paragraph (e) of the said section 2(2) and in paragraph (d) of the said section 3(2), sub-paragraph (i), and in sub-paragraph (ii) the words "in a case not falling within the foregoing sub-paragraph ", were omitted.
- (3) If the agreement is a hire-purchase agreement, section 2(2) of the principal Act (as modified by the last preceding subsection) shall apply in relation to the agreement as if, at the end of paragraph (e), there were inserted the words "and
  - (f) each copy referred to in paragraph (d) or paragraph (e) of this subsection which is delivered or sent to the hirer contains such a statement of the rights of the hirer under section 4 of the Hire-Purchase Act 1964, and of matters relating to or consequential upon the exercise of those rights, as may be prescribed by regulations made by the Board of Trade, and that statement is so contained in such position, and complies with such other requirements (whether as to type, size, colour or disposition of lettering or otherwise) as may be so prescribed".
- (4) If the agreement is a credit-sale agreement, section 3(2) of the principal Act (as modified by subsection (2) of this section) shall apply in relation to the agreement as if, at the end of paragraph (d), there were inserted the words "and
  - (e) each copy referred to in paragraph (c) or paragraph (d) of this subsection which is delivered or sent to the buyer contains such a statement of the rights of the buyer under section 4 of the Hire-Purchase Act 1964, and of matters relating to or consequential upon the exercise of those rights, as may be prescribed by regulations made by the Board of Trade, and that statement is so contained in such position, and complies with such other requirements (whether as to type, size, colour or disposition of lettering or otherwise) as may be so prescribed".

- (5) Any statement which, in accordance with regulations made under section 2(2) or section 3(2) of the principal Act as modified by this section, is contained either in the first statutory copy or in the second statutory copy of a document shall specify the name of a person to whom, and an address to which, notice of cancellation may be sent; and (without prejudice to any other respect in which, in accordance with section 33(3) of this Act, the regulations may make different provision as between the first statutory copy and the second statutory copy of a document, or as between copies delivered and copies sent) different names and addresses may be so specified in the first statutory copy and the second statutory copy of the same document.
- (6) In the circumstances specified in subsection (1) of this section, any power of the court—
- (a) under the proviso to section 2(2) of the principal Act, to dispense with the requirement specified in paragraph (d) thereof, or
  - (b) under the proviso to section 3(2) of that Act, to dispense with the requirement specified in paragraph (c) thereof,
- shall not be exercisable except where the copy of the agreement has been sent to the hirer or buyer but not within the period of seven days of the making of the agreement; and no power of the court under that proviso shall apply to any requirement imposed by virtue of subsection (3) or subsection (4) of this section.
- (7) In this and the next following section " the first statutory copy ", in relation to a document, means the copy thereof (in the form in which it is at the material time) which is either delivered as mentioned in sub-paragraph (ii), or sent as mentioned in sub-paragraph (iii), of section 2(2)(e) or section 3(2)(d) of the principal Act.

## **6 Service of notice of cancellation**

- (1) For the purposes of section 4 of this Act a notice of cancellation—
- (a) shall be deemed to be served on the owner or seller if it is sent by post addressed to a person specified in a statement contained either in the first statutory copy or in the second statutory copy of the relevant document as being a person to whom such a notice may be sent, and is addressed to that person at an address so specified, and
  - (b) where the preceding paragraph applies, shall be deemed to be served on the owner or seller at the time when it is posted.
- (2) The preceding subsection shall have effect without prejudice to the service of a notice of cancellation (whether by post or otherwise) on the owner or seller, or on such a person as is mentioned in section 4(2)(b) of this Act, in any way in which the notice could be served apart from the preceding subsection.
- (3) A notice of cancellation which is sent by post to a person at his proper address, otherwise than in accordance with subsection (1) of this section, shall be deemed to be served on him at the time when it is posted.
- (4) So much of section 26 of the Interpretation Act 1889 as relates to the time when service is deemed to have been effected shall not apply to a notice of cancellation.

## **7 Re-delivery, and interim care, of goods comprised in notice of cancellation**

- (1) The provisions of this section shall have effect where a notice of cancellation is served, and at any time, whether before or after the service of that notice, any of the goods

to which the relevant document relates are in the possession of the prospective hirer or buyer, having come into his possession in consequence, or in anticipation, of his signing that document.

- (2) The prospective hirer or buyer shall not be under any obligation (whether arising by contract or otherwise) to deliver the goods except at his own premises and in pursuance of a request in writing signed by or on behalf of the person entitled to possession of the goods and served on the prospective hirer or buyer either before, or at the time when, the goods are collected from his premises; and any such obligation shall be subject to any lien, or other right to retain the goods, which he may have under section 8(2) or section 9(3) of this Act.
- (3) If the prospective hirer or buyer—
- (a) delivers the goods (whether at his own premises or elsewhere) to an authorised person, or to a person designated for the purpose by an authorised person, or
  - (b) sends the goods at his own expense to an authorised person,
- he shall be taken to have done so with the consent of that authorised person and (if that person is not for the time being entitled to possession of the goods) with the consent of the person who is so entitled, and shall be discharged from any obligation (whether arising by contract or otherwise) to retain the goods or to deliver them to any person so entitled.
- (4) Until the occurrence of whichever of the following events first occurs, that is to say—
- (a) the prospective hirer or buyer delivers or sends the goods as mentioned in paragraph (a) or paragraph (b) of the last preceding subsection, or
  - (b) the period of twenty-one days beginning with the date of service of the notice of cancellation expires without his having received such a request as is mentioned in subsection (2) of this section and unreasonably refused or unreasonably failed to comply with it,
- the prospective hirer or buyer shall be under an obligation to take reasonable care of the goods; and if he sends them to an authorised person as mentioned in paragraph (b) of the last preceding subsection, he shall be under an obligation to take reasonable care to see that they are received by that person and are not damaged in transit to him.
- (5) Any obligation under the last preceding subsection shall be owed to the person for the time being entitled to possession of the goods, and any breach of that obligation shall be actionable, at the suit of that person, as a breach of statutory duty.
- (6) Except as provided by subsections (4) and (5) of this section, the prospective hirer or buyer shall not be under any obligation (whether arising by contract or otherwise) to take care of the goods by reason of their having come into his possession as mentioned in subsection (1) of this section.
- (7) In this section " authorised person " means a person falling within any one or more of the following descriptions, that is to say—
- (a) the person who conducted any antecedent negotiations in pursuance of which the prospective hirer or buyer signed the relevant document;
  - (b) the person for the time being entitled to possession of the goods;
  - (c) the owner or seller ;
  - (d) any person who is specified, as mentioned in section 6(1)(a) of this Act, as a person to whom a notice of cancellation may be sent,

and any reference to the premises of the prospective hirer or buyer is a reference to the premises which in the relevant document are specified as his address.

## **8 Further consequences of notice of cancellation**

- (1) Where a notice of cancellation operates so as to rescind a hire-purchase agreement or credit-sale agreement—
  - (a) that agreement, and any contract of guarantee relating thereto, shall be deemed never to have had effect, and
  - (b) any security given by the prospective hirer or buyer in respect of money payable under the agreement, or given by a guarantor in respect of money payable under such a contract of guarantee, shall be deemed never to have been enforceable.
- (2) On the service of a notice of cancellation, any sum which—
  - (a) has been paid by the prospective hirer or buyer in respect of the goods to which the relevant document relates, whether it has been paid before the signature of the document or in pursuance of any provision contained in that document, and
  - (b) is comprised (or would, if the document constituted a hire-purchase agreement or credit-sale agreement, be comprised) in the hire-purchase price or total purchase price, or (if it is not or would not be so comprised) has in pursuance of any antecedent negotiations been paid to, or for the benefit of, the owner or seller, or has in pursuance of any such negotiations been paid to, or for the benefit of, any person (other than the owner or seller) who conducted those negotiations,shall be recoverable by the prospective hirer or buyer from the person to whom it has been paid; and, if the prospective hirer or buyer is in possession of those goods, he shall have a lien on them for any sum which he is entitled to recover by virtue of this subsection.
- (3) Any obligation to pay any sum which, if it had been paid before the service of a notice of cancellation, would have been recoverable by the prospective hirer or buyer under the last preceding subsection, shall be extinguished on the service of such a notice.
- (4) Any sum recoverable under subsection (2) of this section shall be recoverable as a simple contract debt in any court of competent jurisdiction.

## **9 Effect of notice of cancellation where goods given in part-exchange**

- (1) The provisions of this section shall have effect where a notice of cancellation is served, and, in pursuance of any antecedent negotiations conducted by him, a person (in this section referred to as "the dealer") has agreed to take goods in part-exchange and those goods have been delivered to the dealer.
- (2) Unless, before the end of the period of ten days beginning with the date of service of the notice of cancellation, the goods in question are delivered to the prospective hirer or buyer, and are then in a condition which is substantially as good as when they were delivered to the dealer, the prospective hirer or buyer shall be entitled to recover from the dealer a sum equal to the part-exchange allowance.
- (3) During the period of ten days referred to in the last preceding subsection the prospective hirer or buyer, if he is in possession of the goods to which the relevant document relates, shall be entitled to retain possession of them until either—
  - (a) the goods agreed to be taken in part-exchange are delivered to him in such a condition as is mentioned in that subsection, or



- (b) a sum equal to the part-exchange allowance is paid to him;  
and if, immediately before the end of that period, he continues by virtue of this subsection to be entitled to retain possession of the goods to which the relevant document relates, he shall have a lien on those goods for any sum which he is entitled to recover by virtue of the last preceding subsection.
- (4) Any sum recoverable under subsection (2) of this section shall be recoverable as a simple contract debt in any court of competent jurisdiction.
- (5) Where the prospective hirer or buyer recovers from the dealer a sum equal to the part-exchange allowance, then, if the title of the prospective hirer or buyer to the goods agreed to be taken in part-exchange has not vested in the dealer, that title shall so vest on the recovery of that sum.
- (6) For the purposes of this section—
- (a) the dealer shall be taken to have agreed to take goods in part-exchange if, in pursuance of the antecedent negotiations, he has either purchased or agreed to purchase those goods or has accepted or agreed to accept them as part of the consideration for the transaction to which the relevant document relates, and
  - (b) the part-exchange allowance shall be taken to be the sum which, in the antecedent negotiations, was agreed to be allowed in respect of the goods referred to in the preceding paragraph, or, if no such sum was agreed, the part-exchange allowance shall be taken to be such sum as in all the circumstances it would have been reasonable to allow in respect of those goods if no notice of cancellation had been served.

## **10 Dealer to be agent of owner or seller in respect of certain representations**

- (1) Where a person (in this section referred to as "the owner or seller") lets goods under a hire-purchase agreement to which the principal Act applies, or sells goods under a credit-sale agreement to which that Act applies, any representations with respect to the goods to which the agreement relates which were made, either orally or in writing, to the hirer or buyer by a person other than the owner or seller in the course of any antecedent negotiations conducted by that other person shall be deemed to have been made by him as agent of the owner or seller.
- (2) Nothing in this section shall exonerate any person from any liability (whether criminal or civil) to which he would be subject apart from this section.
- (3) In this section "representations" includes any statement or undertaking, whether constituting a condition or a warranty or not, and references to making representations shall be construed accordingly.

## **11 Dealer to be agent of owner or seller for receiving certain notices**

- (1) In relation to a document to which section 4(1) of this Act applies, any person who conducted any antecedent negotiations, but is not the owner or seller, shall be deemed to be the agent of the owner or seller for the purpose of receiving any notice of cancellation served by the prospective hirer or buyer.
- (2) The preceding subsection shall have effect without prejudice to the operation of section 6(1) of this Act.

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*Status: This is the original version (as it was originally enacted).*

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- (3) Where a person has made an offer to enter into a hire-purchase agreement to which the principal Act applies, or a credit-sale agreement to which that Act applies, in a case not falling within section 4(1) of this Act, and wishes to withdraw that offer before it is accepted, any person who conducted any antecedent negotiations shall be deemed to be the agent of any other person concerned for the purpose of receiving notice that the offer is withdrawn.
- (4) In the last preceding subsection " other person concerned ", in relation to an offer, means any person who would be in a position to accept the offer if it were not withdrawn.
- (5) Where the hirer under a hire-purchase agreement to which the principal Act applies, or the buyer under a credit-sale agreement to which that Act applies, claims to have a right to rescind the agreement otherwise than by serving a notice of cancellation under section 4 of this Act, any person who conducted any antecedent negotiations shall be deemed to be the agent of the owner or the seller, as the case may be, for the purpose of receiving any notice rescinding the agreement (not being a notice of cancellation) which is served by the hirer or buyer.
- (6) References in this section to rescinding an agreement do not include the termination of an agreement under section 4 of the principal Act or by the exercise of a right or power in that behalf expressly conferred by the agreement.

## **12 Implied condition as to merchantable quality in hire-purchase agreements**

- (1) In section 8(1) of the principal Act (which provides that certain conditions and warranties shall be implied in hire-purchase agreements to which that Act applies), paragraph (d) (which relates to an implied condition that the goods shall be of merchantable quality) shall have effect subject to the following provisions of this subsection, that is to say.—
  - (a) for the words " except where the goods are let as second hand goods, and the note or memorandum of the agreement made in pursuance of section two of this Act contains a statement to that effect " there shall be substituted the words " except in so far as the condition referred to in (this paragraph is excluded by virtue of subsection (3A) or subsection (3B) of this section " , and
  - (b) the words " as regards defects of which the owner could not reasonably have been aware at the time when the agreement was made, or " shall be omitted.
- (2) The following subsection shall be substituted for section 8(2) of the principal Act (whereby a condition is implied where the hirer makes known the particular purpose for which the goods are required):—
 

“(2) Where the hirer, whether expressly or by implication.—

  - (a) has made known to the owner, or to a servant or agent of the owner, the particular purpose for which the goods are required, or
  - (b) in the course of any antecedent negotiations has made that purpose known to any other person by whom those negotiations were conducted, or to a servant or agent of such a person,

there shall be an implied condition that the goods shall be reasonably fit for that purpose.

Section 24(2) of the Hire-Purchase Act 1964 shall apply for the purposes of this subsection as it applies for the purposes of Part I of that Act”.

- (3) At the beginning of subsection (3) of section 8 of the principal Act there shall be inserted the words " Subject to the following provisions of this section " ; and after that subsection there shall be inserted the following subsections:—

“(3A) Where under a hire-purchase agreement goods are let as second-hand goods and—

- (a) the agreement contains a statement to that effect, and a provision that the condition referred to in subsection (1)(d) of this section is excluded in relation to those goods, and
- (b) it is proved that before the agreement was made the provision in the agreement so excluding that condition was brought to the notice of the hirer and its effect made clear to him,

that condition shall not be implied in the agreement in relation to those goods.

(3B) Where under a hire-purchase agreement goods are let as being subject to defects specified in the agreement (whether referred to in the agreement as defects or by any other description to the like effect), and—

- (a) the agreement contains a provision that the condition referred to in subsection (1)(d) of this section is excluded in relation to those goods in respect of those defects, and
- (b) it is proved that before the agreement was made those defects, and the provision in the agreement so excluding that condition, were brought to the notice of the hirer and the effect of that provision was made clear to him,

that condition shall not be implied in the agreement in respect of those defects.”

### **13 Implied conditions in hire-purchase by reference to sample or by description**

- (1) Where goods are let under a hire-purchase agreement to which the principal Act applies, and the goods are so let by reference to a sample, there shall be in the hire-purchase agreement—

- (a) an implied condition that the bulk will correspond with the sample in quality, and
- (b) an implied condition that the hirer will have a reasonable opportunity of comparing the bulk with the sample.

- (2) Where goods are let under a hire-purchase agreement to which the principal Act applies, and are so let by description, there shall be in the hire-purchase agreement an implied condition that the goods will correspond with the description; and if the goods are let under the hire-purchase agreement by reference to a sample, as well as by description, it shall not be sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

### **14 Jurisdiction of county court**

- (1) Where goods have been let under a hire-purchase agreement to which the principal Act applies, and the owner brings an action to enforce a right to recover possession of any of the goods from the hirer before one-third of the hire-purchase price has been paid or tendered as mentioned in section 11(1) of that Act, the action shall be brought in the county court for the district in which the hirer resides or carries on business,

or resided or carried on business at the date on which he last made a payment under the hire-purchase agreement.

- (2) If in any such action the owner claims any sum due under the hire-purchase agreement, or under any contract of guarantee relating thereto, the county court shall have jurisdiction to hear and determine the action as well in relation to that claim as in relation to the claim to enforce such a right as is mentioned in the preceding subsection, if apart from this section the county court would not have jurisdiction to do so.

## **15 Notice of hirer's default**

- (1) The provisions of this section shall have effect where goods are let under a hire-purchase agreement to which the principal Act applies, and that agreement, or any other agreement, contains a provision (however expressed, and whether limited to defaults in payment or not) whereby, apart from this section, on the occurrence of, or at a time to be ascertained by reference to, a default in the payment of one or more instalments or other sums payable by the hirer, such of the consequences mentioned in the next following subsection as are specified in that provision (in this section referred to as "the specified consequences") would follow.
- (2) The consequences referred to in the preceding subsection are that the hire-purchase agreement, or the bailment of the goods, shall terminate, or shall be terminable, or that the owner shall have a right to recover possession of the goods.
- (3) If default is made in the payment of one or more sums to which that provision (in this subsection referred to as "the relevant provision") applies, the specified consequences shall not follow by reason of that default unless the owner serves on the hirer, by post or otherwise, a notice (in this section referred to as a "notice of default") stating the amount which has become due, but remains unpaid, in respect of sums to which the relevant provision applies, and requiring the amount so stated to be paid within such period (not being less than seven days beginning with the date of service of the notice) as may be specified in the notice.
- (4) Where a notice of default is served, the specified consequences shall not follow before the end of the period specified in the notice by reason of any default to which the notice relates; and, if before the end of that period the amount specified in the notice is paid or tendered by or on behalf of the hirer or any guarantor, the specified consequences shall not follow thereafter by reason of any such default.
- (5) In a case where the specified consequences are that the hire-purchase agreement, or the bailment of the goods, may be terminated by notice given by the owner, a notice of default may include a notice terminating the hire-purchase agreement or the bailment at or after the end of the period specified therein in accordance with subsection (3) of this section, subject to a condition that the termination is not to take effect if before the end of that period the amount specified in the notice of default is paid or tendered as mentioned in the last preceding subsection.
- (6) Without prejudice to the service of a notice of default in any way in which such a notice could be served apart from this subsection, a notice of default shall be deemed to be served on the hirer under a hire-purchase agreement if—
- (a) it is addressed to the person last known to the owner as the hirer under the agreement, and is delivered at, or sent by post to, the last known address of that person, or

- (b) in a case where that person has died, the notice (if not served in accordance with the preceding paragraph) is addressed to that person's personal representative (whether by that or any similar description, and whether for the time being there is any personal representative of his or not) and is delivered at, or sent by post to, the address which was the last known address of the deceased person.
- (7) Where the person who, immediately before his death, was the hirer under a hire-purchase agreement has died, and his rights under the agreement have not yet passed to a personal representative.—
- (a) section 9 of the Administration of Estates Act 1925 (vesting of estate of intestate between death and grant of administration) shall not be construed as enabling a notice of default to be served on the Probate Judge (as defined by that Act) as being the hirer under that agreement, and
  - (b) subsections (1) to (5) of this section shall have effect as if the deceased person had not died, and any reference in those subsections to default in the payment of a sum payable by the hirer shall be construed accordingly.
- (8) At any time after the service of a notice of default and before the amount specified in the notice is paid or tendered as mentioned in subsection (4) of this section or the period specified in the notice expires (whichever first occurs) the goods to which the hire-purchase agreement relates shall not be treated.—
- (a) for the purposes of section 4 of the Law of Distress Amendment Act 1908, as goods comprised in a hire-purchase agreement made by the hirer, or
  - (b) for the purposes of that section or of section 38 of the Bankruptcy Act 1914, as goods which are by the consent and permission of the owner in the possession, order or disposition of the hirer.

## **16 Avoidance of certain provisions relating to death of hirer**

- (1) The provisions of subsection (2) or (as the case may be) subsection (3) of this section shall have effect where goods are let under a hire-purchase agreement to which the principal Act applies, and that agreement, or any other agreement, provides that, on the occurrence of, or at a time to be ascertained by reference to, one or more events referred to in the provision in question.—
- (a) the hire-purchase agreement, or the bailment of the goods, shall terminate, or shall be terminable, or the owner shall have a right to recover possession of the goods to which the hire-purchase agreement relates, or
  - (b) any sum shall become payable by the hirer or any guarantor, or any liability of the hirer or any guarantor shall be increased or accelerated, or
  - (c) any right of the hirer under the hire-purchase agreement shall cease to be exercisable, or shall be, or shall become liable to be, restricted or postponed.
- (2) If the only event specified as mentioned in the preceding subsection is the death of the hirer, so much of the agreement as makes any such provision as is mentioned in that subsection shall be void.
- (3) If two or more events are so specified, and one of them is the death of the hirer, so much of the agreement as makes any such provision shall have effect as if any reference to the death of the hirer were omitted.
- (4) Without prejudice to the preceding provisions of this section, where goods are let under a hire-purchase agreement to which the principal Act applies, and that agreement, or

any other agreement contains any provision (whether expressed as a provision that the hire-purchase agreement shall be personal to the hirer or otherwise) which, if the hire-purchase agreement is in force immediately before the death of the hirer, would apart from this subsection have the effect of terminating the hire-purchase agreement on the death of the hirer or otherwise preventing the benefit of the hire-purchase agreement from being transmitted on his death, that provision shall be void in so far as it would have that effect.

## **17 Recovery of possession of goods after death of hirer**

- (1) The provisions of this section shall have effect where goods have been let under a hire-purchase agreement to which the principal Act applies, and at any time after the death of a person who, immediately before his death, was the hirer in relation to that agreement (in this section referred to as " the deceased hirer ") the following circumstances exist, that is to say.—
  - (a) the goods have not been delivered to the owner, and a person (in this section referred to as " the person in possession ") who is neither the owner of the goods nor a personal representative of the deceased hirer is in possession of the goods ;
  - (b) no order for the specific delivery of the goods or of any part of them has been made against the deceased hirer under paragraph (a) or paragraph (c) of section 12(4) of the principal Act or under section 13(4)(c) of that Act;
  - (c) if an order for the specific delivery of the goods has been made against the deceased hirer under section 12(4)(b) of the principal Act, the postponement of the operation of the order has not been revoked by the court; and
  - (d) no order under section 12(4) or section 13(4)(c) of the principal Act has (whether in pursuance of this section or otherwise) been made in respect of the goods against any person since the death of the deceased hirer.
- (2) In relation to any time when those circumstances exist, subsection (1) of section 11 of the principal Act (which prevents an owner, after one-third of the hire-purchase price has been paid or tendered, from recovering possession of the goods from the hirer except by an action) shall have effect (subject to subsection (3) of that section) as if the reference to recovering the goods from the hirer included a reference to recovering them from the person in possession.
- (3) Any reference in the principal Act to contravention of section 11 of that Act, or of subsection (1) of that section, shall include a reference to contravention of that subsection as applied by the last preceding subsection; and, if the owner recovers possession of the goods in contravention of that subsection as so applied, a personal representative of the deceased hirer shall (without prejudice to any other right exercisable by him as the hirer in relation to the hire-purchase agreement) be entitled to recover from the owner, in an action for money had and received, all such sums as are mentioned in paragraph (a) of subsection (2) of that section.
- (4) In section 12(1) of the principal Act, and in the following provisions of this Part of this Act.—
  - (a) any reference to a case to which section 11 of that Act applies shall include a case to which section 11(1) of that Act applies by virtue of subsection (2) of this section, and
  - (b) in relation to a case to which section 11(1) of that Act so applies; any reference to an action to enforce a right to recover possession of goods from the hirer

shall include a reference to an action to enforce a right to recover possession of the goods from the person in possession;

and, in relation to any action to enforce a right to recover possession of the goods from the person in possession, section 10 of the principal Act shall apply as if any reference in that section to the hirer were a reference to the person in possession.

- (5) In any action to which section 12(1) of the principal Act applies by virtue of subsection (4) of this section, the court (without prejudice to any other power exercisable by the court) may—
- (a) on the application of any party to the action, adjourn the action to enable a grant of probate or letters of administration to be obtained, and, if such a grant is obtained by a person who is not a party to the action, to enable that person to be made a party thereto, or
  - (b) on the application of any person who is not a party to the action, but who satisfies the court that he is a personal representative of the deceased hirer, or that he intends to apply for letters of administration in respect of his estate, adjourn the action to enable that person to be made a party to the action, and, if he has not obtained a grant of probate or letters of administration, to enable him to obtain such a grant.
- (6) Section 12(5) of the principal Act (which prevents a postponed order for the specific delivery of goods from being made unless they are in the possession or control of the hirer) shall not apply to an action to enforce a right to recover possession of the goods from the person in possession.
- (7) Where the circumstances specified in subsection (1) of this section exist, in a case where an order for the specific delivery of the goods has been made under section 12(4) (b) of the principal Act in an action against the deceased hirer, then, notwithstanding anything in subsection (2) of this section, any right of the owner to recover possession of the goods from the person in possession shall be enforceable in that action (and not in an action against that person) and shall be so enforceable by an application for the issue of a warrant of delivery; and the court may adjourn any such application in the like circumstances, and for the like purposes, as in accordance with paragraphs (a) and (b) of subsection (5) of this section the court could adjourn an action.
- (8) If, at any time when section 11(1) of the principal Act has effect in accordance with subsection (2) of this section, the person in possession refuses to give up possession of the goods to the owner, the person in possession shall not, by reason only of the refusal, be liable to the owner for conversion of the goods.
- (9) The preceding provisions of this section shall have effect in relation to sections 11(1) and 12(1) of the principal Act as modified by section 15 of that Act (which relates to successive hire-purchase agreements between the same parties) as those provisions have effect in relation to the said sections 11(1) and 12(1) apart from the said section 15.

## **18 Powers of court on non-compliance with order for specific delivery of goods**

- (1) Where goods have been let under a hire-purchase agreement to which the principal Act applies, and, in a case to which section 11 of that Act applies, the owner has brought an action to enforce a right to recover possession of the goods from the hirer, then if—
- (a) the court has made an order in that action under section 12(4) or section 13(4) (c) of that Act (in this section referred to as " the previous order "), and

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- (b) the previous order has not been complied with, or, in the case of an order under section 12(4)(b) of that Act (which relates to postponed orders for the specific delivery of goods), the hirer or any guarantor has failed to comply with any condition of the postponement, or with any term of the hire-purchase agreement as varied by the court, or has wrongfully disposed of the goods, and
  - (c) the owner has not recovered possession of all the goods which under the previous order were directed to be delivered to him,
- the owner may make an application under this section.
- (2) Any application under this section shall be made to the court by which the previous order was made, and (whether the operation of the previous order was postponed or not) shall be made in the action in which that order was made.
  - (3) On any such application the court shall have power, if in the circumstances it considers it just to do so.—
    - (a) to revoke the previous order, and
    - (b) to make an order for the payment (in any manner in which money may be ordered to be paid in accordance with section 99 of the County Courts Act 1959) of a sum determined in accordance with subsection (4) of this section.
  - (4) Subject to any reduction under subsection (6) of this section, the sum referred to in paragraph (b) of the last preceding subsection shall be a sum equal to the balance of the price of the unrecovered goods which remains outstanding at the date when the order under that paragraph is made.
  - (5) The power to make an order under subsection (3)(b) of this section shall be exercisable against any person who, at the time when the order is made, is (apart from the previous order) liable to pay any sum which has then accrued due under the hire-purchase agreement; and on the making of such an order the owner's title to the unrecovered goods shall vest in the person against whom the order is made.
  - (6) Where the court makes an order under subsection (3)(b) of this section, the court shall deduct from the balance referred to in subsection (4) of this section such amount as the court thinks just, having regard to the extent to which the order requires any part of that balance to be paid at a date earlier than the date on which it would have become payable in accordance with the hire-purchase agreement.
  - (7) Where an order is made under subsection (3)(b) of this section after the issue of a warrant in pursuance of the previous order, the court shall cancel the warrant.
  - (8) In this section—
    - (a) " the unrecovered goods " means those goods which, under the previous order, were directed to be delivered to the owner but of which he has not recovered possession at the time when the court makes the order under subsection (3) (b) of this section ; and
    - (b) " price " in relation to any goods, has the same meaning as in section 12 of the principal Act, and any reference to the balance of the price of any goods remaining outstanding shall be construed accordingly.

## **19 Money claim after order for specific delivery**

- (1) Where, in a case to which section 11 of the principal Act applies, the owner has brought an action to enforce a right to recover possession of the goods from the hirer, and the



court has made an order under paragraph (a) or paragraph (b) of section 12(4) of that Act (in this section referred to as "the previous order "), then if—

- (a) the owner (whether the operation of the previous order was postponed or not) has recovered possession of all the goods, or
- (b) where the operation of the previous order was postponed, the court revokes the postponement,

the owner may make, or (if the claim in question has already been made in that action) may proceed with, any claim to which this section applies.

(2) This section applies to any claim—

- (a) for the payment of one or more instalments which had accrued due under the hire-purchase agreement before the action was brought, or
- (b) for the payment of any sum for which the hire-purchase agreement makes provision as mentioned in section 14(1) of the principal Act (which relates to provision in a hire-purchase agreement for bringing the payments up to a fixed amount on the termination of the agreement or of the bailment) and which had become payable before the action was brought.

(3) Where in pursuance of subsection (1) of this section the owner proposes to make or proceed with a claim as therein mentioned, that claim shall (whether the operation of the previous order was postponed or not) be made or proceeded with in the action in which the previous order was made, and, if the owner has recovered possession of all the goods, may, notwithstanding anything in section 14(1) of the principal Act, be so made or proceeded with at any time after he has recovered possession of them.

(4) In determining a claim to which this section applies the court may treat any sum paid in pursuance of an order made under section 12(4)(b) of the principal Act as a payment made (wholly or partly) in respect of any instalment or sum to which the claim relates.

## **20 Provisions as to guarantees and indemnities**

(1) A contract of guarantee relating to a hire-purchase agreement to which the principal Act applies, or relating to a credit-sale agreement to which the principal Act applies under which the total purchase price exceeds £30, and any security given by a guarantor in respect of money payable under such a contract, shall (subject to the next following subsection) not be enforceable unless, within seven days of the making of the contract of guarantee or the making of the hire-purchase agreement or credit-sale agreement, whichever is the later, there is delivered or sent to the guarantor—

- (a) a copy of the hire-purchase agreement or credit-sale agreement, and
- (b) a copy of a note or memorandum of the contract of guarantee, being a note or memorandum signed by the guarantor or by a person authorised by him to sign it on his behalf.

(2) If in any action the court is satisfied that a failure to comply with any requirement imposed by the preceding subsection has not prejudiced the guarantor, and that it would be just and equitable to dispense with that requirement, the court may, subject to any conditions that it thinks fit to impose, dispense with that requirement for the purposes of the action.

(3) Where a contract of guarantee relating to a hire-purchase agreement to which the principal Act applies or to a credit-sale agreement to which that Act applies is for the time being in force, and the final payment under that agreement has not been made, any person entitled to enforce the contract of guarantee against the guarantor shall,

within four days after he has received a request in writing from the guarantor, and the guarantor has tendered to him the sum of 2s. 6d. for expenses, supply to the guarantor the documents specified in the next following subsection.

- (4) The documents referred to in the last preceding subsection are—
- (a) a copy of the hire-purchase agreement or credit-sale agreement or, in the case of a credit-sale agreement under which the total purchase price does not exceed £30, a copy of any note or memorandum of the agreement ; and
  - (b) a copy of a note or memorandum of the contract of guarantee; and
  - (c) a statement signed by, or by the agent of, the person to whom the request in writing referred to in the last preceding subsection is made, showing the matters specified in paragraphs (a) to (c) of section 6(1) of the principal Act (which relates to information required to be given to the hirer or buyer).
- (5) In the event of a failure without reasonable cause to comply with subsection (3) of this section, then, while the default continues.—
- (a) no person shall be entitled to enforce the contract of guarantee against the guarantor, and
  - (b) no security given by the guarantor in respect of money payable under that contract shall be enforceable against the guarantor by any holder of that security;
- and, if the default continues for a period of one month, the defaulter shall be liable on summary conviction to a fine not exceeding £25.
- (6) The principal Act, the Hire-Purchase Act 1954 and this Part of this Act shall have effect in relation to a contract, made at the request (express or implied) of the hirer or buyer under a hire-purchase agreement or credit-sale agreement, to indemnify the owner or seller against any loss which he may incur in respect of that agreement, as they have effect in relation to a contract, made at the like request, to guarantee the performance of the hirer's or buyer's obligations under such an agreement.

## **21 Conditional sale agreements**

- (1) In the principal Act and in this Part of this Act " credit-sale agreement" shall not include a conditional sale agreement.
- (2) In the following provisions of this section any reference to a conditional sale agreement to which this section applies is a reference to a conditional sale agreement under which the total purchase price does not exceed £2000 or such larger sum (if any) as is for the time being specified in section 1 of the principal Act:
- Provided that any such reference shall not include a conditional sale agreement which is made by or on behalf of a body corporate (whether incorporated in the United Kingdom or elsewhere) as the buyer of the goods to which the agreement relates.
- (3) The provisions of the principal Act (except section 20 thereof) and of the Hire-Purchase Act 1954 and of this Part of this Act relating to hire-purchase agreements shall have effect in relation to all conditional sale agreements to which this section applies as they have effect in relation to hire-purchase agreements to which the principal Act applies, subject to the exceptions and modifications specified in Part I of Schedule 1 to this Act.

- (4) Without prejudice to the last preceding subsection, the enactments specified in Part II of Schedule 1 to this Act shall have effect subject to the provisions of that Part of that Schedule.
- (5) In this section " conditional sale agreement" means an agreement for the sale of goods under which—
- (a) the purchase price or part of it is payable by instalments, and
  - (b) the property in the goods is to remain in the seller (notwithstanding that the buyer is to be in possession of the goods) until such conditions as to the payment of instalments or otherwise as may be specified in the agreement are fulfilled,
- and " total purchase price " means the total sum payable by the buyer under a conditional sale agreement, exclusive of any sum payable as a penalty or as compensation or damages for a breach of the agreement.

## 22 Legibility of documents

- (1) The Board of Trade may make regulations prescribing such requirements (whether as to type, size, colour or disposition of lettering, quality or colour of paper, or otherwise) as the Board may consider appropriate for securing that documents to which this section applies are easily legible.
- (2) Subject to the provisions of subsection (4) of this section, the documents to which this section applies are documents of any of the following descriptions, that is to say—
- (a) any hire-purchase agreement to which the principal Act applies, and any such copy as is mentioned in paragraph (d) or paragraph (e) of section 2(2) of that Act;
  - (b) any credit-sale agreement to which the principal Act applies under which the total purchase price exceeds £30, and any such copy as is mentioned in paragraph (c) or paragraph (d) of section 3(2) of that Act;
  - (c) any copy supplied to a hirer or buyer in pursuance of a request made by him under section 6 of the principal Act;
  - (d) any note or memorandum of a contract of guarantee relating to such a hire-purchase agreement or credit-sale agreement as is mentioned in paragraph (a) or paragraph (b) of this subsection, and any such copy as is mentioned in paragraph (a) or paragraph (b) of section 20(1) of this Act;
  - (e) any such copy as is mentioned in paragraph (a) or paragraph (b) of subsection (4) of section 20 of this Act which is supplied to a guarantor in pursuance of a request made by him under subsection (3) of that section.
- (3) A hire-purchase agreement, credit-sale agreement or contract of guarantee shall not be invalid by reason only that any regulations made under this section are not complied with; but where the requirements of any such regulations relating to a document are not complied with.—
- (a) if the document falls within paragraph (a) or paragraph (b) of the last preceding subsection, section 2(2) or section 3(2) of the principal Act shall apply as if those requirements were included among the requirements specified in paragraphs (b) to (e) of the said section 2(2) or paragraphs (b) to (d) of the said section 3(2), as the case may be;
  - (b) if the document is a copy falling within paragraph (c) or paragraph (e) of the last preceding subsection, section 6(2) of the principal Act, or section 20(5)

- of this Act, shall apply as if that copy had not been supplied to the hirer or buyer, or the guarantor, as the case may be;
- (c) if the document falls within paragraph (d) of the last preceding subsection, subsections (1) and (2) of section 20 of this Act shall apply as if the requirements of the regulations relating to that document were included among the requirements imposed by subsection (1) of that section.
- (4) Without prejudice to the operation of section 33(3) of this Act in relation to any regulations made under this section, any such regulations—
- (a) may specify which parts of the contents of a document to which the regulations apply are permitted to consist of handwriting or a reproduction of handwriting, and may prescribe different requirements in relation to so much of the contents of such a document as is permitted to consist, and consists, of handwriting or a reproduction of handwriting and in relation to the remainder of the contents of such a document; and
- (b) may except from any of the requirements of the regulations any marginal notes or other subsidiary parts of a document.
- (5) In relation to so much of any document falling within paragraph (a) or paragraph (b) of subsection (2) of this section as consists of—
- (a) words or other matters prescribed by regulations made under section 3(4) of this Act, or
- (b) a statement required to be contained therein as prescribed by regulations made under section 2(2) or section 3(2) of the principal Act as modified by section 5 of this Act,
- any regulations made under this section shall have effect subject to the provisions of the regulations referred to in paragraph (a) or paragraph (b) of this subsection, as the case may be.

## **23 Avoidance of provisions and contracts inconsistent with Part I**

- (1) Any provision which is contained in an agreement (whether a hire-purchase agreement or credit-sale agreement or not) and is a provision to which this subsection applies shall be void.
- (2) The preceding subsection applies to—
- (a) any provision excluding or restricting the operation of any enactment contained in sections 4 to 9 of this Act or the exercise of any right conferred by such an enactment or imposing any liability in consequence of the exercise of such a right, other than or in addition to any liability imposed by such an enactment;
- (b) any provision excluding or restricting the operation of any enactment contained in section 10 or section 11 of this Act;
- (c) any provision excluding or modifying any condition implied by virtue of section 13 of this Act.
- (3) Any contract, whether oral or in writing, which apart from this subsection would have effect as a contract to enter into an agreement to which this subsection applies (as distinct from a contract constituting such an agreement) shall be void.
- (4) The last preceding subsection applies—
- (a) to any hire-purchase agreement to which the principal Act applies, and

- (b) to any credit-sale agreement to which that Act applies under which the total purchase price exceeds £30.
- (5) This section shall have effect without prejudice to the operation of section 5 of the principal Act (which avoids certain provisions specified in that section).

## 24 Interpretation of Part I

- (1) In this Part of this Act " notice of cancellation " has the meaning assigned to it by section 4(2) of this Act.
- (2) In this Part of this Act " antecedent negotiations ", in relation to a hire-purchase agreement or credit-sale agreement, means any negotiations or arrangements with the hirer or buyer whereby he was induced to make the agreement or which otherwise promoted the transaction to which the agreement relates; and any reference in this Part of this Act to the person by whom any antecedent negotiations were conducted is a reference to the person by whom the negotiations or arrangements in question were conducted or made in the course of a business carried on by him.
- (3) The last preceding subsection—
- (a) shall have effect in relation to a document to which section 4 of this Act applies, but which does not constitute a hire-purchase agreement or credit-sale agreement, as if references to the agreement and to making the agreement were references respectively to the document and to signing the document and any reference to the hirer or buyer were a reference to the prospective hirer or buyer (within the meaning of that section), and
  - (b) for the purposes of section 11(3) of this Act, shall have effect in relation to any offer to enter into a hire-purchase agreement or credit-sale agreement as if any reference to the agreement were a reference to the offer and any reference to the hirer or buyer were a reference to the person making the offer.
- (4) Expressions to which a meaning is assigned by section 4 of this Act have the same meanings in sections 5 to 9 and section 11(1) of this Act as in the said section 4.
- (5) For the purposes of this Part of this Act any negotiations conducted, or arrangements or representations made, by a servant or agent, if conducted or made by him in the course of his employment or agency, shall be treated as conducted or made by his employer or principal; and anything received by a servant or agent, if received by him in the course of his employment or agency, shall be treated as received by his employer or principal.

In this subsection " representations " has the same meaning as in section 10 of this Act, and references to making representations shall be construed accordingly.

- (6) Section 21(1) of the principal Act (which defines certain expressions used in that Act) and section 3(1) of the Hire-Purchase Act 1954 (which provides that any deposit shall form part of the hire-purchase price) shall have effect for the purposes of this Part of this Act as they have effect for the purposes of the principal Act; and section 21(2) of the principal Act (which relates to the discharge of part of the hire-purchase price otherwise than by the payment of money) shall apply for the purposes of sections 18 and 19 of this Act.
- (7) Without prejudice to the application, by virtue of the last preceding subsection, of the definition of " hire-purchase agreement " in section 21(1) of the principal Act, any reference in this Part of this Act to a document which constitutes a hire-purchase

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agreement or a credit-sale agreement shall be construed as including a reference to a document which together with one or more other documents constitutes such an agreement, and any reference to a document which, if executed by or on behalf of another person, would constitute such an agreement shall be construed accordingly.